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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JAMES JOHN ROMERO,

Plaintiff,

vs.

THE UNITED STATES OF AMERICA,

Defendant.

Case No. 2:18-cv-01258-RFB-VCF

**ORDER APPROVING SETTLEMENT
ON BEHALF OF MINOR**

On this 1st day of May 2019, the above referenced matter came on for hearing and approval by the Court as to the reasonableness of a settlement between the United States of America and J.J.R, a minor, by his natural parents and guardians, JAMES JOHN ROMERO and JAMES JOHN ROMERO, JAMES JOHN ROMERO, individually, and MAUREEN ROMERO, individually, by and through their attorneys.

The complete and precise terms and conditions of the proposed settlement are set forth in the Stipulation for Compromise Settlement and Release of Federal Tort Claims Act Claims Pursuant to 28 U.S.C § 2677 ("Stipulation"), attached hereto as Exhibit 1. The Court has reviewed the Stipulation, and, if necessary, taken testimony and heard arguments in favor of this settlement. The Court is fully informed of the specifics of the full and final terms and conditions of the settlement, including the necessity of approval by the Department of Justice.

The Court finds that the terms and conditions of this settlement, as set forth in the Stipulation are fair, reasonable, and in the best interests of J.J.R., a minor.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. That the settlement, as set forth in Exhibit 1, is hereby approved as fair, reasonable and in the best interests of J.J.R. An amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) shall be placed into a blocked trust account for the benefit of the minor, J.J.R. with restrictions that the funds may not be withdrawn except by Order of this Court or, by verification that the beneficiary has reached the age of eighteen (18) years, at which time the account must be closed and the money distributed to the beneficiary. Proof that the blocked trust account has been established at a Nevada financial institution must be filed with this Court within 30 days of the date of this Order. IT IS FURTHER ORDERED, ADJUDGED and DECREED that Petitioner and THE GAGE LAW FIRM, PLLC, shall file proof that the blocked trust account has been established and funded within thirty (30) days of the date of wire transfer of funds from the U.S.A. to the Client Trust Account of THE GAGE LAW FIRM, PLLC.
2. IT IS FURTHER ORDERED, ADJUDGED and DECREED that a status check before this Court is set for 10:00 AM, June 24, 2019, to show compliance with this Order. In the event the proof of compliance has been filed with this Court, it will not be necessary for the Petitioner or THE GAGE LAW FIRM, PLLC, to attend this status check hearing.
3. IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Petitioners may be ordered by this Court to file periodic verified annual reports, should the Court deem it appropriate, in order to detail the activities of the blocked trust account during the previous twelve (12) months pursuant to NRS 41.200(5).

4. Attorneys' fees in the amount of One Hundred Eighty Seven thousand, Five Hundred Dollars and Zero Cents (\$187,500.00) are approved for Plaintiffs' counsel.

5. Repayment to Plaintiff's counsel for case related costs and expenses in the amount of Fourteen Thousand Fifty Nine Dollars and Seventy Seven Cents (\$14,059.77) is approved.

4. Payment to JAMES JOHN ROMERO and MAUREEN ROMERO, Individually, in the amount of Four Hundred Seventy-Three Thousand Four Hundred and Forty Dollars and Twenty-Three Cents (\$473,440.23) is approved.

IT IS SO ORDERED.



~~UNITED STATES DISTRICT COURT JUDGE/~~
UNITED STATES MAGISTRATE JUDGE

May 1, 2019

DATED: _____

THE GAGE LAW FIRM, PLLC



DANIAL LAIRD, ESQ.
Nevada Bar No. 11831
ONE Summerlin
1980 Festival Plaza Drive, Ste. 270
Las Vegas, Nevada 89135
Attorneys for Plaintiffs

Attorneys for Petitioners

Exhibit 1

1 NICHOLAS A. TRUTANICH
United States Attorney

2 GREG ADDINGTON
3 Nevada State Bar No. 6875
Assistant United States Attorney
4 Bruce R. Thompson United States Courthouse & Fed. Bldg.
400 South Virginia Street, Suite 900
5 Reno, NV 89501
Tel: (775) 784-5438

6 UNITED STATES DISTRICT COURT
7 DISTRICT OF NEVADA
8

9 JAMES JOHN ROMERO,)

10 Plaintiff,)

2:18-cv-1258-RFB-VCF

11 v.)

12 UNITED STATES OF AMERICA,)

13 Defendant.)
14

15 **STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF**
16 **FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

17 It is hereby stipulated by and between the undersigned plaintiffs/claimants (meaning any person
18 signing this agreement, other than attorneys for the parties, whether or not that person is a party to this
19 civil action) and defendant United States of America, by and through their respective counsel, as
20 follows:

21 1. The parties do hereby agree to settle and compromise each and every claim of any kind,
22 whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the
23 above-captioned litigation under the terms and conditions set forth herein.
24

1 2. The defendant United States of America agrees to pay the total sum of Seven Hundred Fifty
2 Thousand Dollars (\$750,000.00); which sum shall be in full settlement and satisfaction of any and all
3 claims, demands, rights, and causes of action of whatsoever kind and nature, arising from and by reason
4 of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to
5 property and the consequences thereof, resulting and to result from the incidents, events, and
6 circumstances that gave rise to the above-captioned litigation, including any claims plaintiffs/claimants
7 or their heirs, executors, administrators, or assigns, and each of them, now have or may hereafter
8 acquire, including any claims for wrongful death, against the United States of America, its agents,
9 servants and employees. Parties agree that none of the sum paid by Defendant United States of America
10 has been designated as punitive or exemplary damages; parties further agree that the above settlement
11 amount is intended for the purposes of settling any and all claims related to personal physical injuries or
12 physical sickness sustained by James John Romero.

13 3. Plaintiffs/claimants, individually, collectively, and on behalf of their heirs, executors,
14 administrators or assigns, hereby agree to accept the sum of Seven Hundred Fifty Thousand Dollars
15 (\$750,000.00) in full settlement, satisfaction, and release of any and all claims, demands, rights and
16 causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and
17 by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries,
18 damage to property, and the consequences thereof which they may have or hereafter acquire against the
19 United States of America, its agents, servants and employees, on account of the incidents, events, and
20 circumstances that gave rise to the above-captioned litigation, including any future claim or lawsuit of
21 any kind or type whatsoever, whether known or unknown, and whether for compensatory, statutory, or
22 exemplary damages.

23 4. Plaintiffs/claimants, individually and collectively, acknowledge two adult children of James
24 Romero not signatories to this settlement agreement (Ashley Romero and Nicole Romero, hereinafter

1 "Ashley" and "Nicole") and further acknowledge and affirm that James Romero (1) has provided no
2 support, financial or otherwise, for Ashley or Nicole for more than five years, (2) has no information
3 regarding the current whereabouts or marital status of either Ashley or Nicole, and (3) has had no
4 substantive communication or other contact with Ashley or Nicole for more than five years. It is the
5 intent of this settlement agreement to, among other things described herein, to foreclose and preclude
6 any claim or lawsuit of any kind by Ashley or Nicole on account of the incidents, events, and
7 circumstances that gave rise to the above-captioned litigation.

8 5. This Stipulation for Compromise Settlement and Release is not, is in no way intended to be,
9 and should not be construed as an admission of liability or fault on the part of the United States, its
10 agents, servants, or employees, which liability is specifically denied by the United States. This
11 settlement is entered into by all parties, including the plaintiffs/claimants, for the purpose of
12 compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of
13 further litigation.

14 6. The settlement amount described above represents the entire amount of the compromise
15 settlement and the respective parties will each bear their own costs, fees and expenses and any attorney's
16 fees owed by plaintiffs/claimants will be paid out of the settlement amount and not in addition thereto.

17 7. This settlement is subject to the provisions of 28, United States Code, Section 2678, which
18 provides that attorney's fees for services rendered to plaintiff in connection with this action shall not
19 exceed 25 per centum of the amount of the compromise settlement.

20 8. The persons signing this agreement warrant and represent that they possess full settlement
21 authority to bind the persons on whose behalf they are signing to the terms of the settlement. The
22 plaintiffs/claimants signing this agreement further declare and represent that this settlement is made
23 voluntarily, in good faith, and is a fair and equitable settlement, and they are of legal age and capacity
24 and competent to sign and execute this agreement. As to the release of claims on behalf of minor child

1 Joseph James Romero (DOB: 8/28/2008), which release is an essential component of this settlement,
2 plaintiffs/claimants must promptly obtain Court approval of the settlement at their own expense and on
3 their own initiative - which effort shall be initiated within 30 days of the execution of this agreement. It
4 is agreed and understood that the United States may void this settlement agreement at its option in the
5 event such Court approval is not initiated and obtained in a timely manner. Defendant United States of
6 America agrees to make a good faith effort to cooperate and assist with obtaining the Court's approval
7 to settle the minor's claim. Plaintiffs/claimants further declare and represent that no promise,
8 inducement, or agreement not herein expressed has been made and that this settlement agreement
9 contains the entire agreement and the terms of this compromise settlement are contractual and not a
10 mere recital.

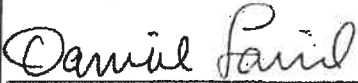
11 9. Plaintiffs/claimants, individually, individually, and on behalf of their heirs, executors,
12 administrators, or assigns, hereby release and agree to reimburse, indemnify, and hold harmless the
13 United States of America and its agents, servants, and employees from any and all further, additional, or
14 other demands, causes of action, claims, or suits incident to or resulting from further litigation or
15 prosecution of claims by plaintiffs/claimants or their heirs, executors, administrators, or assigns against
16 the United States or its agents, servants, or employees arising out of the incidents, events, and
17 circumstances that gave rise to the above-captioned litigation, which claims expressly have been
18 released herein.

19 10. Payment of the settlement amount will be made by electronic transmittal of funds to the
20 client trust account of plaintiff's counsel The Gage Law Firm, PLLC of Las Vegas, Nevada, in
21 accordance with account routing information provided by counsel. Plaintiff's attorneys agree to
22 distribute the settlement proceeds among the plaintiffs/claimants and in accordance with the terms and
23 conditions of the Court's approval of the minor's release of claims.


1 11. The parties agree that this Stipulation for Compromise Settlement and Release, including all
2 the terms and conditions of this compromise settlement and any additional agreements relating thereto,
3 may be made public in their entirety, and plaintiff expressly consents to such release and disclosure
4 pursuant to 5 U.S.C. § 552a(b).

5 12. In consideration of the transmittal of funds described above and promptly following such
6 transmittal, the parties will execute and file with the court such documents as necessary to cause the
7 within action to be dismissed with prejudice from the docket of the court.


8 DATED: March 21, 2019


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11 DANIAL LAIRD, ESQ.
Counsel for Plaintiff James Romero


12
13 GREG ADDINGTON
14 Assistant United States Attorney

15
16 
17 JAMES ROMERO
18 Plaintiff

19 
20 MAUREEN ROMERO
21 Claimant – Spouse of James Romero

22 
23 James Romero, on behalf of his minor
24 son J.S.R. (DOB: 8/28/2008)


Maureen Romero, on behalf of her minor
son J.S.R. (DOB: 8/28/2008)